

EXHIBIT B

BVI Claim Form



EC CPR Form 1
Form 1: Claim Form
[Rule 8.1 (4)]

Submitted Date:02/09/2020 10:31

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THE EASTERN CARIBBEAN SUPREME COURT
VIRGIN ISLANDS
IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION

Claim No BVIHC (Com) [] of 2020

BETWEEN

PACIFIC ALLIANCE ASIA OPPORTUNITY FUND LP

Claimant

and

- 1) GENEVER HOLDINGS CORPORATION
- 2) BRAVO LUCK LIMITED
- 3) KWOK HO WAN (also known as MILES KWOK, HO WAN KWOK and GUO WEN GUI)
- 4) QIANG GUO (also known as QUO QIANG and MILESON KWOK)

Defendants

CLAIM FORM

The Claimant, **PACIFIC ALLIANCE ASIA OPPORTUNITY FUND LP**, c/o Jayla Place, PO Box 3190, Road Town, Tortola, British Virgin Islands claims against the (1) First Defendant, **GENEVER HOLDINGS CORPORATION** of Intertrust Corporate services (BVI) Limited, Ritter House, Wickhams Cay II, Road Towns, Tortola, VG1110, British Virgin Islands; (2) Second Defendant, **BRAVO LUCK LIMITED** of VISTRA (BVI) Limited, Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands; (3) Third Defendant, Mr **KWOK HO WAN** (also known as MILES KWOK, HO WAN KWOK and GUO WEN GUI) of Unit 1801, 18th Floor, 781 Fifth Avenue, New York, New York, United States of America; and (4) Fourth Defendant, Mr **QIANG GUO**, (also known as QUO QIANG, and MILESON KWOK) of Majestic View Manor, 20 South Bay Road, Special Administrative Region of Hong Kong.

- 1 Pursuant to a personal guarantee dated 16 March 2011 (the **2011 Guarantee**), Mr Kwok Ho Man, (the **Third Defendant**) is under an obligation to pay Pacific Alliance Asia Opportunity Fund LP, (the **Claimant**) under the terms of a Loan Facility, also dated 16 March 2011 (the **2011 Loan Facility**).
- 2 On 19 April 2013, under the terms of a Deed of Settlement, a company owned and / or controlled by the Third Defendant came under an obligation to perform certain conditions (pertaining to the **Conditions Precedent**) and facilitating the transfer of title to three apartments in Beijing to the Claimant by 31 July 2013 in settlement of the 2011 Loan Facility and the 2011 Guarantee which remained unpaid
- 3 The deadline for repayment of the debt and / or performance of the Conditions Precedent was extended through numerous subsequent deeds of settlement until 30 June 2015. Neither the principal sum, which continues to accrue contractual interest at 15% per annum nor the Conditions Precedent were ever repaid or performed by the Third Defendant.
- 4 Instead of repaying the debt owed to the Claimant, the Defendants diverted the Third Defendant's funds through the Second Defendant to purchase a luxury apartment in New York for the sum of US\$67.5 million (the **Residence**).
- 5 The shares of the corporate vehicle used to hold the title to the Residence are held by the First Defendant and the First Defendant's shares are allegedly held on trust for the Second Defendant by way of a Purported Declaration of Trust. The Second Defendant's shares are owned by the Third and Fourth Defendants.
- 6 The First, Second and Fourth Defendants induced, encouraged and facilitated the Third Defendant to act in continued breach of his contractual obligations, divert and conceal monies owed to the Claimant.
- 7 Furthermore, the Defendants all wrongfully conspired together with the sole and predominant intention of injuring the Claimant and / or causing loss to the Claimant, to assist the Third Defendant in evading his liabilities under the 2011 Guarantee, and / or avoid enforcement of any judgment made against him, and / or to cause loss to the Claimant by unlawful means.
- 8 The Claimant claims:
 - (a) Damages equivalent to the sum due under the 2011 Loan Facility and 2011 Guarantee, in the sum of US\$46,426,488;
 - (b) Contractual interest that shall continue to accrue at a rate of 15% per annum upon the principal sum due under the terms of the 2011 Loan Facility and 2011 Guarantee, as at the date of this Claim Form, in the sum of \$67,273,889.05;

- (c) The costs that the Claimant has incurred (and will incur) in its pursuit of proceedings against the Third Defendant in New York, and in relation to the steps that the Claimant has taken in this Court to protect the fruits of the judgment that it expects to obtain in New York;
- (d) A Declaration that the Purported DOT is invalid, void and of no legal effect;
- (e) Alternatively, an order setting aside the Purported DOT;
- (f) A Declaration that the shares issued by Bravo Luck are held by the Fourth Defendant beneficially for the Third Defendant;
- (g) Interest;
- (h) Costs

I, JON ROBERT LEWIS, certify that I believe the facts stated in this claim form are true.

Dated: 28 August 2020

Name



NOTICE TO THE DEFENDANTS — See the notes served with this claim form

This claim form must contain or have served with it either a statement of claim or a copy of a court order entitling the claimant to serve the claim form without a statement of claim.

If any of the FIRST OR SECOND DEFENDANTS do not complete the form of acknowledgment of service served on you with this claim form and deliver or send it to the court office (address below) so that they receive it within 14 days of service of this claim form on you, the claimant will be entitled to apply to have judgment entered against you. The form of acknowledgment of service may be completed by you or a legal practitioner acting for you.

If any of the THIRD AND FOURTH DEFENDANTS do not complete the form of acknowledgment of service served on you with this claim form and deliver or send it to the court office (address below) so that they receive it within 35 days of service of this claim form on you, the claimant will be entitled to apply to have judgment entered against you. The form of acknowledgment of service may be completed by you or a legal practitioner acting for you.

You should consider obtaining legal advice with regard to this claim.

This claim form has no validity if it is not served within six months of the date below unless it is accompanied by an order extending that time.

Dated 28th August 2020

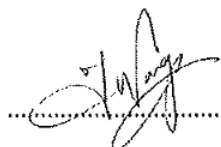
[SEAL]

The Court office is at Road Town, Tortola, British Virgin Islands. Telephone number: 284-468-5001/5153. Fax: 284-468-4951. The Court office is open between 8.30am and 4.30pm on Monday to Friday except on public holidays.

The claimant's address for service is:

Pacific Alliance Asia Opportunity Fund LP, c/o Jayla Place, PO Box 3190, Road Town, Tortola, British Virgin Islands

Dated: 28 August 2020

.....(Terence Wong)

Appleby
Legal Practitioner for the Applicant
Ref: 432766.0003

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**PACIFIC ALLIANCE ASIA OPPORTUNITY FUND
L.P.**

Applicant

And

**GENEVER HOLDINGS CORPORATION
BRAVO LUCK LIMITED**

**KWOK HO WAN (also known as MILES KWOK,
HO WAN KWOK and GUO WEN GUI)**

**QIANG GUO (also known as QUO QIANG and
MILESON KWOK**

Respondent

CLAIM FORM

APPLEBY

Legal Practitioners for the Claimant

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Ref: AW. 432766.0001